

Warrant for a
Special Meeting
of the City Council



City of Fitchburg Massachusetts

CITY COUNCIL

Councillors at Large

David Clark
Marcus L. DiNatale
E. Thomas Donnelly
Samantha M. Squailia
Anthony M. Zarrella

President
Michael P. Kushmerek

Vice President
Amy L. Green

Ward Councillors

Ward 1 – Amy L. Green
Ward 2 – Paul R. Beauchemin
Ward 3 – Joel R. Kaddy
Ward 4 – Michael P. Kushmerek
Ward 5 – Marisa R. Fleming
Ward 6 – Elizabeth R. Walsh

MINUTES OF THE SPECIAL CITY COUNCIL MEETING HELD ON APRIL 10, 2018

WARRANT FOR A SPECIAL MEETING OF THE CITY COUNCIL

A Special Meeting of the City Council will be held on

Tuesday, April 10, 2018

Immediately following the Council as a Whole Committee which begins immediately

Following Finance Committee which begins at 6:00PM

Memorial Middle School Library

615 Rollstone Street, Fitchburg MA 01420

The agenda will consist of an Oral report from the Council as a Whole Committee on the following Orders:

97-18. Authorizing Mayor DiNatale to approve and authorize the execution and delivery of the First Amendment to the Purchase and Sale Agreement dated June 12, 2015 between the City and NewVue Affordable Housing Corp. for the sale of BF Brown Middle School and all other related acts and documents.

98-18. Appopr. \$1,600,000.00, same to be charged against RESERVED FOR APPROPRIATION, INSURANCE RECOVERIES OVER \$150,000 and credited to LAW DEPARTMENT, BF BROWN MIDDLE SCHOOL to be used to pay NEWVUE AFFORDABLE HOUSING CORPORATION, as outlined in the enclosed Order.

Per order:

Michael P. Kushmerek, President

By:

Anna M. Farrell, City Clerk

The Special meeting of the City Council was held in the Memorial Middle School Library, 615 Rollstone Street, Fitchburg MA and called to order by President Kushmerek at 7:41PM.

The salute to the Flag was led by Councillor Beauchemin. The Clerk called the Roll and nine (9) members were present. Councillor Green was absent and Councillor Zarrella had recused himself from this meeting and the Council as a Whole Committee meeting held immediately prior.

Board consists of 11 members.

President Kushmerek read the Warrant for the Special Meeting.

Report from Council as a Whole Committee on the following matters:

97-18. Authorizing Mayor DiNatale to approve and authorize the execution and delivery of the First Amendment to the Purchase and Sale Agreement dated June 12, 2015 between the City and NewVue Affordable Housing Corp. for the sale of BF Brown Middle School and all other related acts and documents.

98-18. Appopr. \$1,600,000.00, same to be charged against RESERVED FOR APPROPRIATION, INSURANCE RECOVERIES OVER \$150,000 and credited to LAW DEPARTMENT, BF BROWN MIDDLE SCHOOL to be used to pay NEWVUE AFFORDABLE HOUSING CORPORATION, as outlined in the enclosed Order.

The Council as a Whole Committee was held on April 10, 2018 and called to order by President Kushmerek at 6:25PM. 9 members were present. Councillor Green was absent and Councillor Zarrella recused himself.

The following four documents were introduced to the record by Assistant City Solicitor Christine Tree.

Agenda

Roll Call

Report from the
Council as a
Whole Committee

Order #97-18

Order #98-18

City of Fitchburg, April 10, 2018

Communication
Atty. Christine Tree
Asst. City Solicitor

Farrell, Anna

From: Christine Tree <ctree@pusaterilaw.com>
Sent: Tuesday, April 10, 2018 2:33 PM
To: Farrell, Anna
Cc: Vincent Pusateri; Tree, Christine; Tourigny, AJ; Skwierawski, Tom
Subject: BF Brown Documents 4/10/2018 Meeting.
Attachments: 2018.04.10 Environmental Indemnity and Remediation Agreement Final.doc; 2018.04.10 Quitclaim Deed BF Brown.doc; 2018.04.10 First Amendment to Purchase and Sale Agreement Final.doc; 2018.04.10 Performance Mortgage.docx

Dear Ms. Farrell –

Attached please find proposed amended documents for consideration at tonight's City Council meeting.

Please note that the documents have been modified in the following respects:

1. The First Amendment to the Purchase and Sales Agreement has been modified to allow the City to enforce its conditions – to ensure that the project is completed in substantial conformity with NewVue's accepted proposal – through the use of a performance mortgage, rather than a reversion in the deed. NewVue requested this modification due to their financing needs.
2. The Environmental Agreement has been modified through negotiation to refer more specifically to conditions related to the fire, recognizing that the property is otherwise taken "as is."
3. The draft Quitclaim Deed is enclosed. NewVue is, at its own expense, performing a survey to provide the legal description, and that plan would be recorded with the deed.
4. The draft Performance Mortgage is enclosed for reference, although this is not required to be executed by the City and thus is not included within the Order.

Sincerely,

Christine Tree.



Assistant Solicitor, City of Fitchburg

Christine M. Tree, Esq.
Pusateri & Wilson, P.C.
128 Prichard Street
Fitchburg, MA 01420
(978) 342-6081
Fax (978) 343-0060

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Exhibit B

EXHIBIT B

Environmental Indemnity and Remediation Agreement

This ENVIRONMENTAL INDEMNITY AND REMEDIATION AGREEMENT (this "Agreement"), is made and entered into as of _____, 2018, by and between the CITY OF FITCHBURG, a municipal corporation presently located at 166 Boulder Drive, Fitchburg, MA 01420 ("Seller") and FITCHBURG AFFORDABLE HOUSING CORPORATION, now known as NEWVUE AFFORDABLE HOUSING CORPORATION, a Massachusetts non-profit corporation having an address of 470 Main Street, Fitchburg, MA 01420 ("Buyer").

RECITALS

- A. Buyer and Seller entered into that certain Purchase and Sale Agreement dated June 12, 2015 as amended by that certain First Amendment dated ___, (collectively, the "Purchase Agreement") for the purchase and sale of that certain real property, formerly known as the BF Brown Junior High School, consisting of 1.757 acres, more or less, together with the buildings thereon, located at 62 Academy Street, Fitchburg identified on the Fitchburg Assessors Records as Map 30 Block 18 Lot 0 and more particularly described in the Purchase Agreement (the "Premises"). All capitalized terms used herein without definition are used as defined in the Purchase Agreement.
- B. Seller agreed to convey the Premises to Buyer as the respondent to a Request for Proposals ("RFP") for preservation, rehabilitation and development of the Premises in accordance with Seller's purpose of economic and socioeconomic development of the neighborhood surrounding the Premises and the City of Fitchburg, preventing and ameliorating blight due to a large, vacant public building, preserving the historic and architectural features of the Premises, and enhancing homeownership in the neighborhood surrounding the Premises.
- C. As substantial consideration for the Purchase Agreement, Buyer agreed not only to pay the purchase price stated therein, but also to take the Premises upon certain conditions, including the condition that it complete the preservation, rehabilitation and development of the Premises, in accordance with its response to the RFP, into approximately 55 units of artist-preference housing, with at least thirty (30%) percent thereof to be market rate units, with artist studio and exhibition space, preserving the historic character of the buildings, and working with the Fitchburg Art Museum and other groups in partnership to drive Fitchburg's arts-based economy forward.
- D. The Premises was damaged by fire on or about September 26, 2016, as well as water and other substances applied thereto in the effort to fight the fire. The roof and windows of the Premises were damaged by the fire, and the buildings on the Premises stood open to the weather thereafter, allowing significant water, precipitation and environmental materials to enter the building during this time, as well as affecting any conditions or materials already existing in the building on the Premises. These events are collectively referred to as the "Fire Event."
- E. Seller and Buyer wish to complete the sale of the Premises, despite the damage to the Premises and its current condition, whereby Seller shall transfer to Buyer certain insurance proceeds resulting from the Fire Event in the amount of \$1.6 million (the "Insurance Proceeds") to be held in escrow by Buyer and used by Buyer to complete repairs to the Premises after sale under conditions and terms to which the Seller and Buyer have agreed to by separate instrument, and upon the conditions set forth herein, which shall survive the Closing of the sale of the Premises to Buyer (the "Closing").

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- F. As a material inducement to each of the parties hereto, Seller and Buyer each desire to provide for certain provisions with respect to Hazardous Substances, all upon and subject to all of the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. Special Buyer Obligations

1.1 *Site Remediation*. Buyer agrees to pursue and perform any and all remediation activities it deems necessary with respect to releases of Hazardous Substances at, on, in or from the Premises that were caused by Seller, Seller's Affiliates (as defined below), or any agent, contractor or employee of Seller (collectively, "Seller Related Parties"), and/or which may have occurred prior to Seller's conveyance of the Premises to Buyer (a "Seller Release"). Any remediation activities performed shall be substantially in accordance with the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. ("MCP") and the Method 3 Risk Characterization, Phase III/Remedial Action Plan and Response Action Outcome ("RAO") Statement, if any (the "RAO"), at Buyer's sole cost and expense with reasonable diligence until Buyer files either (i) a Class A or Class B RAO that includes a statement from a Licensed Site Professional ("LSP") that a permanent solution has been achieved ("Permanent RAO") or (ii) such other documentation as is then required under the MCP or other Environmental Law and provides a similar result as to (i) above. Buyer shall have the right to make, on one or more occasions, reasonable modifications to the remediation systems and methods referenced in the RAO so long as such modifications do not materially impair the proposed use of the Premises required in Buyer's RFP proposal as a condition of sale; provided, however, that Buyer shall make any and all modifications to the extent they are required to comply with the directive or order of a governmental agency or official or to respond to an emergency. Once a permanent solution has been achieved at the Premises with regard to existing environmental conditions caused by the Seller, the Buyer shall provide to the Seller a copy of the Permanent RAO that has been filed with the Massachusetts Department of Environmental Protection ("DEP"), or any similar document acceptable to Seller documenting that any and all environmental hazards or Hazardous Substances have been addressed. Under no circumstances shall anything herein require Buyer to expend an amount greater than that portion of the Insurance Proceeds intended to cover the cost of remediation of known Seller Releases. To the extent Buyer is required to expend any amount greater than that portion of the Insurance Proceeds allocable to or intended to cover the cost of remediation of a known Seller Release, Buyer shall be entitled to indemnity for such greater amounts from Seller (the "Buyer Claims")

1.2 Buyer Indemnity.

(a) Subject to the provisions set forth herein and the financial limitations set forth in Section 1.1 above, Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, damages, penalties, orders, claims, judgments, losses, costs or expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims, Damages and Expenses") directly and proximately related to any of the following arising from the Fire Event:

(i) any damage to any improvements or tangible personal or real property located on the Premises; or

(ii) any breach of Buyer's obligations under Section 1.1; specifically providing and including that, notwithstanding any provision of this Agreement to the contrary, Seller shall not in any case be liable or responsible under this Section 1.2 or under any other provision of this Agreement (or under any statutory or common law theory) to Buyer for or with respect to any Buyer Claim "for

(i) any form of special, incidental or consequential damage, including, without limitation, any loss of profits, proceeds or rents;

Exhibit B

EXHIBIT B

- (ii) any loss of reputation or goodwill;
- (iii) any loss of any actual or prospective economic or business opportunity or contractual relations;
- (iv) any "stigma" damages; or
- (v) any damages related to delays in development, leasing, occupying, operating, or constructing, or any reduction in income streams resulting therefrom (collectively, "Special Damages"), which Special Damages specifically shall include claims for Special Damages by Buyer's Affiliates and its and their lenders, tenants, partners, investors, employees, successors, assigns, agents or contractors.

(b) Notwithstanding any provision of this Agreement to the contrary, Seller shall have no obligation or liability hereunder or otherwise with respect to any release into the environment of any Hazardous Substance which occurs in, on, or under the Premises following the Closing, except with respect to a Seller Release.

1.3 *Negotiation and Settlement.* Buyer shall inform Seller of any and all negotiations, settlement discussions, investigations, testing, monitoring, defenses, trials, actions, proceedings, hearings, remedial measures, and other resolutions arising out of, incidental to, or in connection with Buyer's remediation and indemnification obligations; provided, however, (i) nothing herein shall prohibit Buyer from taking any actions required for Buyer to comply with the requirements of any law applicable to it (to the extent applicable and after reasonable advance notice to Seller); and (ii) in the event the imposition of criminal fines and penalties has been threatened, Buyer, at Buyer's sole cost, shall have the right to act as necessary to protect its interests.

2. Buyer Obligations.

2.1 *Buyer Covenants.* Buyer agrees to use and operate the Premises, and to cause each successor, tenant, subtenant or other occupant of the Premises to use and operate the Premises, from and after the Closing in accordance with all Environmental Laws and to not cause or permit a release into the environment (including, without limitation, into the soil and/or groundwater in, on, about, or under the Premises) of any Hazardous Substances, exacerbate any existing Hazardous Substances contamination or materially increase Seller's remediation costs; provided, however, that Buyer shall not be responsible for any release of Hazardous Substances to the extent the same is caused by Seller or Seller Related Parties. Buyer and Buyer Related Parties shall not undertake any remediation at the Premises, whether it is a Seller obligation or not, without first notifying Seller in writing. Any remedial activities performed by Buyer shall not increase Seller's cost of, or the time in which it takes to perform, its remedial obligations hereunder. Notwithstanding anything in this Agreement to the contrary, if Buyer chooses to undertake remedial activities that are inconsistent with the methods used by Seller or will materially increase Seller's cost of remediation, all such increases in costs of remediation shall be the Buyer's sole responsibility.

2.2 *Buyer Indemnity.* Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims, Damages and Expenses asserted against or incurred by Seller or any Affiliate of Seller in connection with the release of any Hazardous Substances at, in, on, under, or about the Premises by Buyer or any Buyer Affiliate or any successor, agent, tenant (including, without limitation, any subtenant or other occupant of the Premises), contractor, employee or representative of Buyer or any Buyer Affiliate.

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2.3 Notice; Access to Records. Following the Closing, Buyer shall promptly notify Seller (a) of any release of Hazardous Substances at, in, on, under, or about the Premises of which Buyer has actual knowledge, (b) of any notice received by Buyer from any applicable regulatory agency, any tenant, subtenant, or occupant of the Premises, or any owner, operator, tenant, subtenant, or occupant of any adjacent property, regarding the release of any Hazardous Substances at, in, on, under, or about the Premises, and (c) if Buyer knows or believes that Seller shall be subject to any threatened or pending investigation relating to the Premises by any governmental agency under any Environmental Law. In connection with any notice given by Buyer to Seller pursuant to this Section 2.4, Buyer shall grant to Seller, without charge, full and complete access during normal business hours to all unprivileged files, books, and records of Buyer regarding, or otherwise relating to, the existence or release or suspected existence or release of, and the use, storage, handling, manufacture, transport, and remediation of matters which are the subject of this Section.

3. Default.

(a) It is agreed that the rights granted to the parties to this Agreement are of a special and unique kind and character and that, if there is a breach by any party hereto of any provisions of this Agreement, the other party may not have an adequate remedy at law. Subject to Section 3(b) below, Buyer and Seller expressly agree, therefore, that in addition to any rights expressly set forth in this Agreement, the rights of the parties hereto may be enforced by an action for specific performance and such other equitable relief as is provided by applicable law. Additionally, subject to Section 3(b) below, in the event of any interference or threatened interference with any of the rights of the parties hereto under this Agreement, such rights may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and requiring compliance with the terms and provisions of this Agreement, which restraining orders and injunctions will be obtainable upon proof of inadequacy of legal remedies or irreparable harm; provided, however, that the foregoing shall in no way constitute or be deemed to constitute an election of remedies or a waiver of any other rights or remedies available herein, at law or in equity. Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Worcester.

4. Execution and Enforcement.

4.1 Waiver. No waiver by either Seller or Buyer of any provision of this Agreement or of any breach by the other party hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by such party. Any consent to or approval of any act given by either party hereunder shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act with respect to which such party's consent or approval is required hereunder. This Agreement shall not waive or abrogate the application of M.G.L. c. 258, as the same may be amended from time to time.

4.2 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts (without regard to the Conflict of Laws provisions of Massachusetts law) and the Federal laws of the United States.

4.3 Conflict with Law. The illegality, invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or invalidate any other provision of this Agreement, and such remaining provisions shall remain in full force and effect.

4.4 Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by each party hereto.

4.5 Binding Effect. All of the terms and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and each of their respective heirs, legal representatives,

Exhibit B

EXHIBIT B

successors and assigns. The rights and obligations of Seller are expressly transferable to Seller's corporate successors and assigns (by way of merger, reorganization, sale of assets or any comparable transaction); provided, however, in no case shall Seller be released from any of its obligations hereunder. Notwithstanding the foregoing, Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller (in which event such transferee shall assume in writing all of Buyer's obligations hereunder, but Buyer shall not be released from its obligations hereunder), which consent may be granted or withheld in the sole discretion of Seller.

4.6 Enforcement Costs. In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding.

4.7 Notices. Any notice required of or desired by either party to be delivered hereunder shall be delivered to Buyer or Seller as set forth below:

If to BUYER, at the following address:

NewVue Affordable Housing Corporation
470 Main Street, Fitchburg, MA 01420
Attn: Marc Dohan, Executive Director
Tel: (978) 342-9561 ext. 119
Fax: (978) 345-7905
Email: mdohan@nvcomm.org

With a copy to:

Kimberly L. Martin-Epstein, Esq.
Hackett Feinberg, P.C.
155 Federal Street, 9th Floor Boston, MA 02110
Tel: (617) 422-0200 ext. 240
email: KLE@bostonbusinesslaw.com

If to SELLER, at the following address:

Stephen L. DiNatale, Mayor
City Hall Offices - 166 Boulder Drive
Fitchburg, MA 01420
Tel: (978) 345-9550
Fax: (978) 345-9553
email:

With a copy to:

Vincent P. Pusateri, II, Esq.
City Solicitor Law Department
City Hall Offices - 166 Boulder Drive Fitchburg, MA 01420
Tel: (978) 829-1806

EXHIBIT B

Fax: (978) 597-6233

or to any other address that may be given by one party to the other by notice given pursuant to this Section 4.7. Such notices and other communications shall be deemed to be given (a) upon delivery, if delivered in person, (b) upon transmission, if delivered by facsimile, provided that complete receipt is noted in a written confirmation by the communicating facsimile machine and a confirming copy is sent by overnight courier or U.S. mail, fees or postage prepaid, as the case may be, within two (2) business days thereafter, (c) three (3) business days following deposit in the U.S. mail, if delivered by registered or certified mail, postage prepaid, and (d) the following business day, if delivered by nationally recognized overnight courier, fees prepaid.

4.8 *Time*. Time is of the essence of this Agreement and each and all of its provisions.

4.9 *Defined Terms; Headings*. The headings and titles to the articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.10 *Entire Agreement*. This Agreement together with the Purchase Agreement and the Environmental Access Agreement contain all of the agreements of the parties hereto with respect to all matters covered or mentioned in this Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

4.11 *Counterparts*. This Agreement and any modifications, changes, or amendments to it, may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER: CITY OF FITCHBURG	BUYER: FITCHBURG AFFORDABLE HOUSING CORPORATION, now known as NEWVUE AFFORDABLE HOUSING CORPORATION
By: Stephen L. DiNatale, Mayor Duly authorized	By: Marc Dohan, Executive Director Duly authorized

Approved as to Form on _____, 2018:

By: Vincent P. Pusateri, II, Esq.
City Solicitor Law Department

Quitclaim Deed

QUITCLAIM DEED

THE CITY OF FITCHBURG, a Commonwealth of Massachusetts municipality having its usual place of business at 166 Boulder Drive, Fitchburg, Massachusetts 01420 ,

In consideration of certain covenants and Five Thousand and 00/100 (\$5,000.00) dollars paid,

Grants to **NEWVUE AFFORDABLE HOUSING CORPORATION**, a Massachusetts non-profit corporation having an address of 470 Main Street, Fitchburg, MA 01420, as sole tenant, with quitclaim covenants, the following property located in Fitchburg, Worcester County, Massachusetts:

See Exhibit A attached hereto and incorporated herein.

The grantor herein hereby states that the property conveyed hereby is commercial property, is not now nor has it ever been used as its principal residence and is, therefore, not subject to the protections provided by M.G.L. c. 188.

This instrument is executed pursuant to a vote taken by the City of Fitchburg City Council and attached herewith as Exhibit "A".

For the City's title, see deed dated January 20, 1922 and recorded in the Worcester North Registry of Deeds in Book 381, Page 306; see also deed dated April 2, 1883 and recorded in the Worcester North Registry of Deeds "Copies" Volume 53, Page 227; and deed dated June 22, 1920 and recorded in the Worcester North Registry of Deeds in Book 364, Page 234.

Executed as a sealed instrument this _____ day of _____, 2018.

62 Academy Street, Fitchburg, MA 01420

Stephen L. DiNatale, Mayor
City of Fitchburg

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared **Stephen L. DiNatale**, proved to me through satisfactory

City of Fitchburg,..... April 10, 2018

Quitclaim Deed

evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Fitchburg.

Seal

_____, Notary Public

My commission expires: _____

Exhibit A

EXHIBIT A

Description to be provided by plan to be recorded herewith.

Reference is made to Fitchburg Assessor's Map 30, Block 18, Lot 0.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

WHEREAS the **CITY OF FITCHBURG**, a municipal corporation and body politic and corporate, with an address of City Hall Offices, 166 Boulder Drive, Fitchburg, MA 01420 ("SELLER") and **FITCHBURG AFFORDABLE HOUSING CORPORATION, now known as NEWVUE AFFORDABLE HOUSING CORPORATION**, a Massachusetts non-profit corporation having an address of 470 Main Street, Fitchburg, MA 01420 ("BUYER") (SELLER and BUYER are referred to collectively hereafter as the "Parties") entered into a **Purchase and Sale Agreement dated June 12, 2015** ("Purchase and Sale Agreement") for the sale of the land with the building thereon, formerly known as the BF Brown Junior High School, consisting of 1.757 acres, more or less, located at 62 Academy Street, Fitchburg ("the Premises"); and

WHEREAS, the roof of the building on the Premises was destroyed by fire on or about September 26, 2016; and

WHEREAS the Seller and Buyer have extended the time for performance thereafter by mutual agreement of counsel; and

WHEREAS, the Buyer has received an estimate for the cost of replacement of the roof and desires to perform under the Purchase and Sale Agreement in accordance with conditions set forth below; and

WHEREAS, the Seller desires to perform under the Purchase and Sale Agreement as modified in accordance with conditions set forth below as it has deemed necessary in order to accomplish its public purpose of economic and socioeconomic development of the neighborhood surrounding the Premises and the City of Fitchburg, preventing and ameliorating blight due to a large, vacant public building, preserving the historic and architectural features of the Premises, enhancing homeownership in the neighborhood surrounding the Premises, the creation of deed-restricted affordable housing as described in M.G.L Ch. 40B through purposeful development rather than the imposition of a development project contrary to zoning, and the achievement of a 5% housing production goal necessary for eligibility to apply for grants from the Commonwealth as a Housing Choice Incentive Community; and

WHEREAS, Buyer has agreed not only to pay the purchase price stated therein, but also to take the Premises upon certain conditions, including but not limited to the condition that it complete the preservation, rehabilitation and development of the Premises, in substantial compliance with its proposal in offer to the Seller, into approximately 55 units of artist-preference housing, with approximately thirty (30%) percent thereof to be market rate units, as well as affordable housing units, with artist studio and exhibition space, preserving the historic character of the buildings, and working with the Fitchburg Art Museum and other groups in

Exhibit A

partnership to drive Fitchburg's arts-based economy forward.

NOW THEREFORE, in consideration of the mutual promises contained in the Purchase and Sale Agreement as modified by this First Amendment to Purchase and Sale Agreement (referred to hereafter, the "Agreement") the Parties agree that Paragraphs 1, 2, 3, 4, 6, 19, 20, 20A, 21, 23 and 29 of the Purchase and Sale Agreement shall be replaced with the following, and that the Agreement shall remain unchanged in all other respects:

1. **PARTIES AND MAILING ADDRESSES.** All references to Buyer in Paragraph 1 and throughout the Agreement shall refer to FITCHBURG AFFORDABLE HOUSING CORPORATION, now known as NEWVUE AFFORDABLE HOUSING CORPORATION, a Massachusetts non-profit corporation having an address of 470 Main Street, Fitchburg, MA 01420. The original Paragraph 1 shall otherwise remain unchanged.
2. **PREMISES.** The reference in Paragraph 2 to the Premises shall be to the land, together with the buildings thereon, formerly known as B.F. Brown Junior High School, containing 1.757 acres, more or less, and is located at 62 Academy Street, Fitchburg, Massachusetts, identified in the Fitchburg Assessors Records as Map 30, Block 18, Lot 0. The Premises is part of the land that was conveyed to the Seller by deed dated January 20, 1922 and recorded in the Worcester North Registry of Deeds in Book 381, Page 306; see also deed dated April 2, 1883 and recorded in the Worcester North Registry of Deeds "Copies" Volume 53, Page 227; and deed dated June 22, 1920 and recorded in the Worcester North Registry of Deeds in Book 364, Page 234.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the building, structures, and improvements now thereon and the fixtures included therein. SELLER may remove all personal property from the Premises prior to the Closing Date defined in **Paragraph 6** below. Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property. The parties acknowledge and agree that the Property has been damaged by fire and other casualty prior to the Closing Date, that the BUYER intends to rehabilitate the entire structure, and therefore a portion of the repair of any such loss is already provided for in the BUYERS original proposal, and that therefore the BUYER and SELLER, through their counsel, shall hold the sum of ONE MILLION SIX HUNDRED THOUSAND and no/100 (\$1,600,000.00) Dollars, allocated and appropriated by the Seller from the proceeds of insurance it has already received, to reimburse the Buyer for the excess expenses it experiences in repairing the roof, the windows and the cleaning and drying of the building. This figure includes a fifteen (15%) percent contingency in excess of the anticipated excess expenses. Consequently, the parties do not anticipate a one hundred percent (100%) assignment of any insurance proceeds. The parties will execute an escrow agreement in form substantially similar to the escrow agreement attached to this First Amendment as Exhibit A,

and shall distribute the funds therefrom at benchmarks of completion, or deadlines of noncompletion, to be finally set by written agreement at the time of closing. All unused funds held in escrow shall be returned to the Seller. All interest on said funds shall be paid to the Seller. As further consideration for such payments, the parties shall also execute an Environmental Release in form substantially similar to Exhibit B attached hereto.

4. **DEED.** At the time of closing, Seller shall convey the Premises by quitclaim deed as described in Paragraph 4 of the original Purchase and Sale Agreement, but said deed shall be subject to a performance mortgage, to be held by the Seller and signed by the Buyer, for seven (7) years from the date of said deed, to secure Buyer completion of the rehabilitation and development of the Premises in substantial compliance with the terms of Buyer's Proposal dated October 15, 2014, which is attached hereto as Exhibit C.

6. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** The deed is to be delivered at the Worcester North Registry of Deeds, or at such other place as agreed upon by the parties, on May 1, 2018, 1:00 PM (the "Closing Date"), unless such date is further extended by agreement of the Parties in writing, pursuant to Section 26 of this Agreement.

19. **INSPECTION ACKNOWLEDGMENT.** The BUYER acknowledges that it will take a deed to the premises in "AS IS" condition except for the insurance proceeds to be disbursed in accordance with Paragraph 3 of this Agreement, and that it will not look to the SELLER for any compensation for any of its costs or expenses in inspecting or evaluating the Premises either before or after its acceptance of a deed hereunder. The original Paragraph 19 shall remain otherwise unmodified.

20. **DUE DILIGENCE.** The parties agree that the Due Diligence Period has expired.

20A. **SELLER'S CONTINGENCY.** SELLER has issued final approval of the project set forth in the Proposal (the "Project") based upon to SELLER's approval of feasibility studies, market studies and financial projections provided by BUYER and is satisfied that the Project can be developed as artist housing, as outlined in the Proposal dated October 15, 2014 attached hereto as Exhibit C.

21. **LEAD PAINT.** BUYER acknowledges the premises is not a dwelling and therefore the obligations imposed by Massachusetts General Laws, Chapter 111, Section 197, relative to the presence of lead in paint, plaster or other accessible materials ("lead") does not apply to the subject transaction. The parties acknowledge and agree this Agreement imposes no obligation on the SELLER to remove or remediate any lead in the premises. SELLER makes no representation as to whether there is or is not lead in the Premises, including the soil.

23. **NOTICES.** All notices and other communications relative to this Agreement shall be given:

If to BUYER, at the following address:

NewVue Affordable Housing Corporation

Exhibit A

470 Main Street, Fitchburg, MA 01420
Attn: Marc Dohan, Executive Director
Tel: (978) 342-9561 ext. 119
Fax: (978) 345-7905
Email: mdohan@nvcomm.org

With a copy to:

Kimberly L. Martin-Epstein, Esq.
Hackett Feinberg, P.C.
155 Federal Street, 9th Floor Boston, MA 02110
Tel: (617) 422-0200 ext. 240
email: KLE@bostonbusinesslaw.com

If to SELLER, at the following address:

Stephen L. DiNatale, Mayor
City Hall Offices - 166 Boulder Drive
Fitchburg, MA 01420
Tel: (978) 345-9550
Fax: (978) 345-9553
email:

With a copy to:

Vincent P. Pusateri, II, Esq.
City Solicitor Law Department
City Hall Offices - 166 Boulder Drive Fitchburg, MA 01420
Tel: (978) 829-1806
Fax: (978) 597-6233
e-mail:

Any notice required or allowed by this Agreement shall be in writing. Any notice will be presumed to have been received by the addressee if mailed by certified mail, postage prepaid, to the addressee as specified above, or if personally delivered to the other party. Notice may otherwise be given in any manner required or permitted by law, including by facsimile or e-mail, but no presumption will arise unless notice is given in accordance with the previous sentence.

29. OTHER TERMS

A. This First Amendment to the Purchase and Sale Agreement binds the SELLER upon the vote of the Fitchburg City Council, signature of the Mayor of Fitchburg and approval by the City Solicitor as to form, a copy of which is attached hereto and made a

part hereof.

B. During the term of this Agreement the BUYER shall have permission to enter the Premises to conduct inspections and repairs thereof. Prior to undertaking such activities, BUYER shall execute a release and indemnification agreement in a form approved by the city and obtain and maintain, at its own cost and expense, Commercial General Liability coverage with limits for each occurrence of One Million (\$1,000,000.00) Dollars and Two Million (\$2,000,000.00) Dollars in the aggregate, issued by a company authorized to issue such policies in the Commonwealth of Massachusetts. SELLER shall be included as an additional insured for said coverage. SELLER hereby acknowledges that BUYER has satisfied the terms of this paragraph 29.B for activities performed at the Premises to date.

C. The parties agree that the BUYER shall have a license for the use by the BUYER and and/or its tenants of the parking spaces on the Premises during the pendency of this Agreement and that the BUYER shall be responsible for the maintenance and the removal of ice and snow from the licensed area. Prior to undertaking such activities, BUYER shall execute a release and indemnification agreement in a form approved by the city and obtain and maintain, at its own cost and expense, Commercial General Liability coverage with limits for each occurrence of One Million (\$1,000,000.00) Dollars and Two Million (\$2,000,000.00) Dollars in the aggregate, issued by a company authorized to issue such policies in the Commonwealth of Massachusetts. SELLER shall be included as an additional insured for said coverage. SELLER hereby acknowledges that BUYER has satisfied the terms of this paragraph 29.C for activities performed at the Premises to date.

Exhibit A

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Purchase and Sale Agreement under seal this __ day of _____, 2018.

SELLER: CITY OF FITCHBURG	BUYER: FITCHBURG AFFORDABLE HOUSING CORPORATION, now known as NEWVUE AFFORDABLE HOUSING CORPORATION
By: Stephen L. DiNatale, Mayor Duly authorized	By: Marc Dohan, Executive Director Duly authorized

Approved as to Form on _____, 2018:

By: Vincent P. Pusateri, II, Esq.
City Solicitor Law Department

Approved by Fitchburg City Council on _____ 2018:

By: Michael Kushmerek,
Council President

City of Fitchburg, April 10, 2018

Exhibit A

PERFORMANCE MORTGAGE

This Performance Mortgage (the "Mortgage") is made as of the 1st day of May, 2018, by the undersigned, and **NewVue Affordable Housing Corporation**, a Massachusetts non-profit corporation having an address of 470 Main Street, Fitchburg, MA 01420 ("Mortgagor") for consideration paid, GRANTS to the **City of Fitchburg**, a municipal corporation and body politic and corporate, with an address of City Hall Offices, 166 Boulder Drive, Fitchburg, MA 01420 ("Mortgagee"), with MORTGAGE COVENANTS, the property more particularly described in **Exhibit A** attached hereto (the "Property"), to secure the performance by Mortgagor of certain obligations with respect to the Property set forth in that certain Purchase and Sale Agreement by and between Mortgagor and Mortgagee dated June 12, 2015 as amended by a certain First Amendment to Purchase and Sale Agreement dated as of [_____, 2018], approved by vote of the Fitchburg City Council dated _____, 2018 and recorded herewith.

The maturity date of this Mortgage is June 30, 2025.

Notwithstanding anything to the contrary contained herein, no partner of Mortgagor, nor any director, stockholder, officer or constituent entity therein, shall have any personal liability whatsoever for the payment of any sums, charges or amounts which may be payable pursuant to or in connection with this Mortgage, or for performance of any of the obligations or agreements contained herein, or relating hereto, it being agreed that the Mortgagee shall look solely to Mortgagor's interest in the Property for recovery of any claims against Mortgagor, and shall not bring any action nor seek to assert any other liability against any partner of Mortgagor, nor any director, stockholder, officer or constituent entity therein, nor against any other assets of Mortgagor.

This Mortgage is upon the STATUTORY CONDITION, for any breach of which Mortgagee shall have the STATUTORY POWER OF SALE.

[Signature/Notary Page to Follow]

Exhibit A

EXECUTED AND INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AS OF
THE DATE FIRST WRITTEN ABOVE.

MORTGAGOR:

NewVue Affordable Housing Corporation

By: Andrew Van Hazinga
Its President

Thomas Gray
Its Treasurer President

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Andrew Van Hazinga and Thomas Gray, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose in their respective capacities as President and Treasurer, and on behalf of, NewVue Affordable Housing Corporation.

Notary Public
My Commission Expires:

City of Fitchburg, April 10, 2018

Exhibit A

EXHIBIT A

Description to be provided by plan to be recorded herewith.

Reference is made to Fitchburg Assessor's Map 30, Block 18, Lot 0.

Letters of Support

The following five letters of support were introduced to the record.

NIKI TSONGAS
3RD DISTRICT, MASSACHUSETTS
WWW.TSONGAS.HOUSE.GOV

ARMED SERVICES COMMITTEE
RANKING MEMBER
SUBCOMMITTEE ON
TACTICAL AIR AND LAND FORCES
SUBCOMMITTEE ON MILITARY PERSONNEL

COMMITTEE ON
NATURAL RESOURCES
SUBCOMMITTEE ON FEDERAL LANDS
SUBCOMMITTEE ON
ENERGY AND MINERAL RESOURCES

Congress of the United States
House of Representatives
Washington, DC 20515-2103

1714 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3411
(202) 226-0771 (FAX)

126 JOHN STREET
SUITE 12
LOWELL, MA 01852
(978) 459-0101
(978) 459-1907 (FAX)

April 9, 2018

Mayor Stephen DiNatale
City of Fitchburg
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Mayor DiNatale,

I write in support of the B.F. Brown project proposed by NewVue Communities to redevelop a long underused building into the Fitchburg Arts Community and a vibrant artist live-work space. This project has long been supported by many community members, organizations, and the city itself as a critical piece to revitalizing downtown Fitchburg. Redeveloping the B.F. Brown School will help to cement Fitchburg's reputation as an artist-friendly community and complement Fitchburg Art Museum's dedicated work to develop a world-class art museum in north central Massachusetts.

Since 2013 I have represented Fitchburg in the US House of Representatives. Along with Fitchburg, I have the honor and privilege of representing 36 other cities and towns, four of which are considered Gateway Cities like Fitchburg. These Gateway Cities have felt the difficult economic effects of de-industrialization and have made strides to invest in themselves to enhance economic development. I have witnessed and supported these communities as they create their individual roadmaps for redevelopment and economic growth.

Time and again I see support for the arts as a catalyzing force for economic development. Lawrence, for example, commemorates the Bread and Roses strike to bring visitors from throughout the region to a celebration that utilizes art and history to honor the struggles of immigrant labor for better working conditions. Lowell has supported the redevelopment of mill spaces into artist apartments and live-work spaces, creating one of the largest artist communities on the eastern seaboard of the United States. Art can create a foundation for defining a sense of place and connecting with a community's history. It attracts new visitors who spend money in the community, helps to develop a skilled 21st century workforce, and engages youth to interact and invest in their community. Understanding these benefits, in August 2014, I convened a roundtable discussion at the Fitchburg Art Museum to discuss how arts can transform the economy of communities. Since August of 2016, I have supported NewVue Communities' efforts to secure historic tax credits for the new Fitchburg Arts Community.

City of Fitchburg,

April 10, 2018

Letters of Support

I am particularly enthusiastic about this project, because it is part of a \$70 million dollar pipeline of economic development projects that collectively will be more impactful than any individual project on its own. This concentration of powerful projects is an economic development engine that can help transform Fitchburg's downtown. Each project supports economic development in its own way. I applaud the City for investing in its own downtown by rebuilding City Hall at 718 Main Street. The Theater project being developed by Fitchburg State University has the potential to serve as both an engine for entrepreneurship and as an entertainment venue for students and residents to gather at the Theater. The Fitchburg Arts Community at the B.F. Brown School, the City Stables and former Annex will serve as hubs for artists and other creatives and can serve as residential and commercial anchors for this new cultural area. These projects have the opportunity to be a driving force for Fitchburg's economy for decades to come.

I hope you and Fitchburg City Council will give full consideration to the benefits arts and culture can play in the local and regional economy as you determine whether to proceed with the sale and transfer of insurance proceeds for the B.F. Brown School.

Very truly yours,

Niki Tsongas

Niki Tsongas
Member of Congress

Letters of Support



Richard S. Lapidus, Ph.D.
PRESIDENT

160 Pearl Street, Fitchburg, MA 01420-2697
Tel 978.665.3101 • Fax 978.665.3699
rlapidus@fitchburgstate.edu
www.fitchburgstate.edu

April 3, 2018

The Honorable City Council
City of Fitchburg
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

FITCHBURG CITY CLERK
2018 APR -9 PM 2:34

Re: Redevelopment of the B.F. Brown School into the Fitchburg Arts Community

Dear Honorable Councilors:

I write to ask for your support to approve the sale of the B.F. Brown School to NewVue Communities and to provide NewVue with \$1,600,000 in insurance proceeds so that NewVue can clean out the building, put a roof on the building, and eventually convert the building into artist-preference housing.

As you know, Fitchburg State University is making a twenty-five million dollar commitment to refurbish one of Fitchburg's longstanding eyesores, the Theater Block. We will restore the theater to historic 1,600-seat grandeur, develop a game design studio, establish an "ideaLab" for small business entrepreneurs who want to start a new business in Fitchburg, and refurbish six vacant storefronts.

This project will bring students and visitors to downtown Fitchburg and help build support for the creative economy in Fitchburg. The theater will be the center of a potential new cultural district, helping to bring new visitors to the Fitchburg Art Museum, Fitchburg's cultural jewel.

But I am most excited about the theater, because it is part of a \$75 million pipeline of three projects that will be a once-in-a-generation chance to lift Fitchburg's economy. The theater, your commitment to rebuild City Hall, and the B.F. Brown project, all have a chance to put Fitchburg's creative economy on the map.

City of Fitchburg,

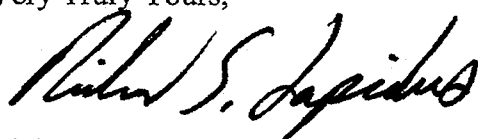
April 10, 2018

Letters of Support

Redeveloping the former B.F. Brown School, the City Stables, and Annex to create approximately 60 artist-preference apartments will bring life to downtown, help the Fitchburg Art Museum stand out as a destination, and provide a huge third leg of this greater economic development project. The new apartments can serve as an ideal home for entrepreneurs who are seeking to start their businesses at the ideaLab, thus complementing one another.

Please support these three projects by voting to sell the B.F. Brown School to NewVue Communities and provide them with the insurance proceeds so that NewVue can restore the roof to the building.

Very Truly Yours,



Richard S. Lapidus
President

Cc: Mayor Stephen DiNatale

Letters of Support



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR DEAN A. TRAN
Worcester and Middlesex District

STATE HOUSE, ROOM 312D
BOSTON, MA 02133-1053

TEL. (617) 722-1230
FAX (617) 722-1130
DEAN.TRAN@MASENATE.GOV
WWW.MASENATE.GOV

FITCHBURG CITY CLERK
2018 APR -9 PM 2:34

April 4, 2018

The Honorable City Council
City of Fitchburg
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Re: ReDevelopment of the B.F. Brown School into the Fitchburg Arts Community

Dear Honorable Councilors:

I write to ask for your full support of the Mayor's recommendation to help create the Fitchburg Arts Community by approving the sale of the former B.F. Brown School to NewVue Communities, and to provide NewVue with insurance proceeds of \$1,600,000 so that NewVue can clean out the building, put a roof on it and eventually convert it into artist preference housing.

As you know, I supported this project as a City Councilor. One of the first thing that I did upon becoming a State Senator was to write a letter of support encouraging Secretary Galvin to provide historic tax credits for the project.

I continue to enthusiastically support converting the B.F. Brown School, the former City Stables and the Annex into the new Fitchburg Arts Community. The Fitchburg Arts Community will attract dozens of new creative entrepreneurs to downtown Fitchburg. The mixed-income Fitchburg Arts Community will attract new creatives to move downtown, many of whom will spend money in our downtown and help attract new businesses to there.

City of Fitchburg,

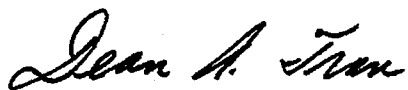
April 10, 2018

Letters of Support

NewVue Communities and the Fitchburg Art Museum have taken many steps toward making this project a reality and I am committed to helping them create a new economic engine for Fitchburg and to advocate for the project at the state level.

Finally, I believe that the project is stronger now than when I voted to approve the project as a City Councilor. The redevelopment of City Hall and Fitchburg State University's development of the Theater block creates a group of three projects that are even more powerful than these three projects individually. It is a classic case where the whole is greater than the sum of the parts.

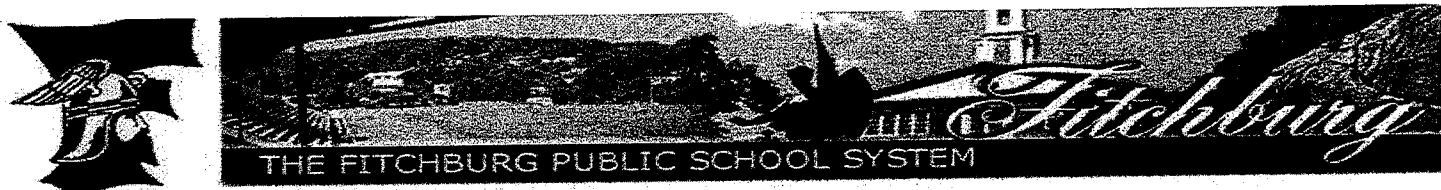
Very truly yours,



State Senator Dean A. Tran
Worcester and Middlesex District

Cc: Mayor Stephen DiNatale

Letters of Support



Prepared to Succeed

376 South Street
Fitchburg, MA 01420
978-345-3220 Tel.
978-348-2305 Fax

ANDRÉ RAVENELLE
Superintendent

PATTI PIEKARZ
Administrative Assistant

PAULA GIAQUINTO
Assistant Superintendent
Curriculum and Instruction

ROBERT M. JOKEA
Assistant Superintendent
Finance and Operations

April 4, 2018

The Honorable City Council
City of Fitchburg
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Re: Redevelopment of the B.F. Brown School into the Fitchburg Arts Community

I am writing in support of the Mayor's proposal to approve the sale of the B.F. Brown School to NewVue Communities, and to provide NewVue with insurance proceeds of \$1,600,000 NewVue to be used to clean out the building and install a roof on it so that NewVue will be able to convert the building into artist preference housing.

As a former art teacher and board member of the Fitchburg Art Museum I believe in the power that the arts can have on transforming our students and the community they live in. Fitchburg Public Schools has a history of supporting a comprehensive education through the arts and art education at all of our schools.

Converting B.F. Brown into artist-preference housing will help to attract artists to Fitchburg and build a creative economy in the City which will ultimately provide greater educational and professional opportunities for current and future Fitchburg students.

Furthermore, Fitchburg students who attend the Longsjo Middle School, across the street from the proposed project, will benefit from replacing the three surrounding unsafe vacant buildings with a vibrant artist community.

Please support NewVue and the Fitchburg Art Museum as they proceed to push this project forward.

Sincerely,

Andre Ravenelle
Superintendent

Cc: Mayor Stephen DiNatale

The Fitchburg Public Schools insures employment, educational opportunities and affirmative action, regardless of race, religion, color, creed, national origin, sex, sexual orientation, or disability, in compliance with Title VI, IX Chapter 622, IDEA 2004 and section 504, MGL Ch. 76, Section 5. Questions related to this non-discrimination regulation must be addressed to: Richard Zeena Grievance Officer, 376 South Street, Fitchburg, MA 01420, (978) 345-3215

APR -9 PM 2:34
FITCHBURG CITY CLERK

City of Fitchburg, April 10, 2018

Letters of Support



THE
HEALTH FOUNDATION
OF CENTRAL MASSACHUSETTS

FITCHBURG CITY CLERK

2018 APR -9 PM 2:34

JANICE B. YOST, Ed.D.
PRESIDENT AND CEO

April 5, 2018

BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

FRANCIS M. SABA, M.H.S.A.
CHAIRMAN

ANN K. TRIPP, M.B.A.
TREASURER

BARENT W. WALSH, Ph.D.
SECRETARY

TIMOTHY M. BIBAUD, J.D.

DAVID N. GRENIER

JENNIFER J. HYLTON, Psy.D.

BOARD MEMBERS

RANDALL V. BECKER, C.P.A., M.B.A.

SEJAL M. DAGA, M.D.

DENNIS M. DIMITRI, M.D.

ANTHONY EMERSON, D.B.A.

MARY M. LEE, M.D.

JEAN G. MCMURRAY

GISELA VELEZ, M.D., M.P.H.

The Honorable Stephen L. DiNatale
Mayor of Fitchburg
166 Boulder Drive
Suite 108
Fitchburg, MA 01420

Dear Steve:

It is my pleasure to convey to you that The Health Foundation of Central Massachusetts recently awarded a \$341,950 grant to ReImagine North of Main to enhance the economic and neighborhood development in downtown Fitchburg. This award brings the Foundation's total commitment to the project since 2015 to over \$1.5 million. The effort has benefited from an active partnership of committed organizations, including the City of Fitchburg, with your leadership as Mayor having been instrumental.

As the City rises, ReImagine North of Main has developed a platform of strategies to facilitate the transformation of the area with a focus on arts and culture. The inclusion of the redevelopment of the B. F. Brown building would be a pillar in the growth of the Fitchburg art community and would complement well FSU's rejuvenation of the Theater and the City's redevelopment of City Hall. Moreover, together these three projects will accelerate Fitchburg's economic growth and anchor Fitchburg's reputation as a center for the creative economy.

Thus, we are hopeful that the Fitchburg City Council will sell the building to NewVue Communities and enable the \$1.6 million from the insurance settlement to be used to renovate the building. We look to your lead in bringing about the Council's consensus on this action, and we stand ready to assist you, as you may request. For example, I would be willing to speak to the Council in favor of this action.

With this decision, we would propose to work with you to orchestrate a prominent event to celebrate this pivotal development for the City.

Best regards,

Janice B. Yost, Ed.D.

446 MAIN STREET

20TH FLOOR

WORCESTER, MA 01608-2361

PHONE: (508) 438-0009

FAX: (508) 438-0020

www.hfcm.org

Individuals
speaking in
support

The following individuals spoke in support of adopting the Orders:

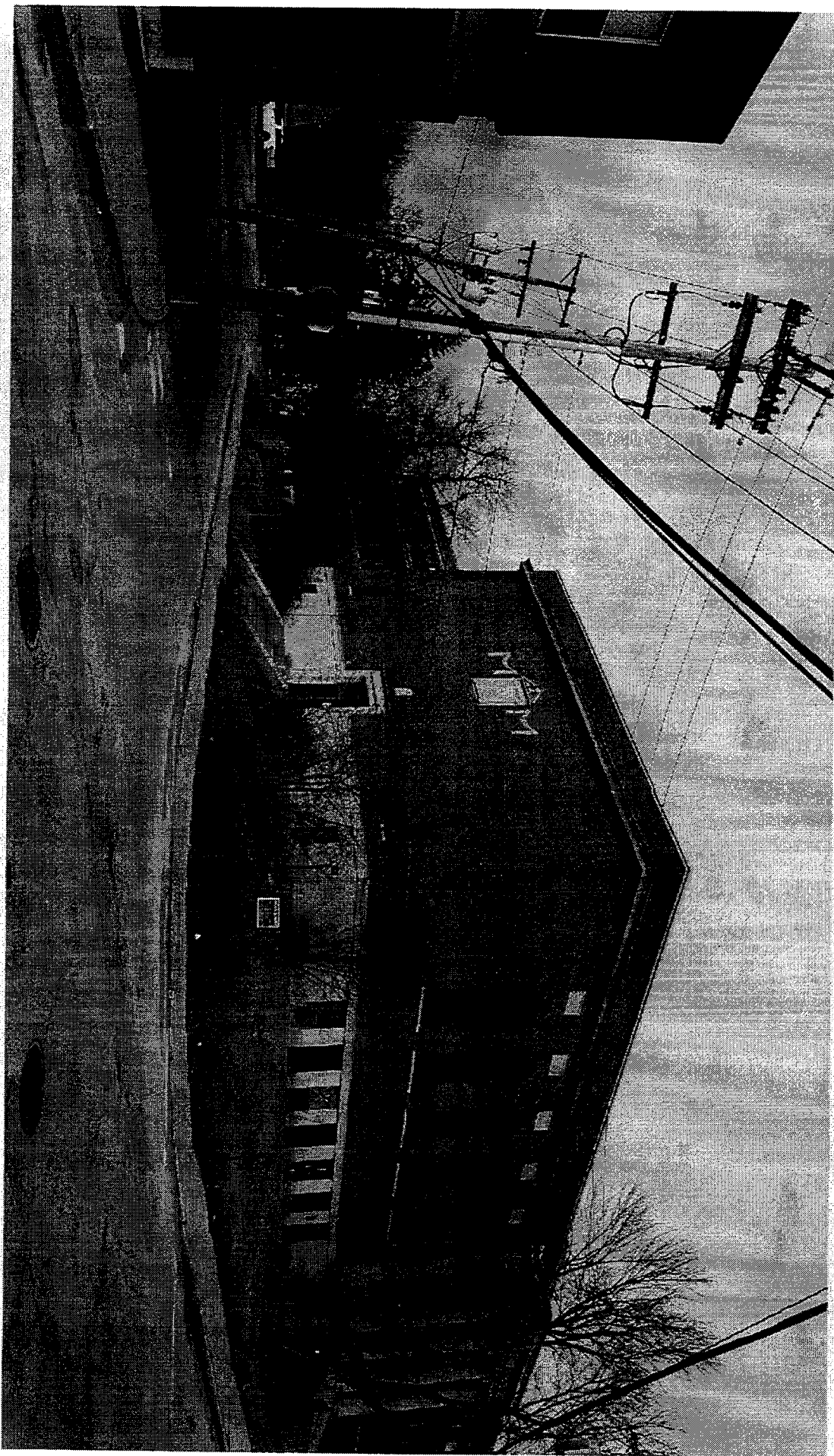
1. State Representative Stephan Hay. He stated that the combination of the BF Brown building project with the renovated City Hall and the FSU Theatre Block project will transform Main St.
2. FSU President Richard Lapidus. He applauded the investment of \$75 to \$80 million in construction projects to a concentrated area on Main Street and noted that Secretary Ash and Lt. Gov. Polito are supportive of the projects and have pledged related tax credits and grants funding.
3. Ms. Sharon Bernard, Fitchburg Public Library Director. She stated that the planned improvements to the public library will further enhance the planned Main Street investments.
4. Mr. Ken Ansin, area businessman. He stated that similar projects in other MA cities have served to enhance their development. He noted the high quality of the three non-profits associated with this project, namely NewVue Communities, the Fitchburg Art Museum and Fitchburg State University.
5. Mr. Erin Nano, from Rollstone Bank and Trust.
6. Ms. Nancy Turnbull, resident of 470 Main Street. She stated that NewVue is a highly competent non-profit and that the arts project will help to make the downtown area more walkable.
7. FSU students Maria Gavez, Ethan Decker, Carol Anderson, Dina Zena.
8. Mr. Sam Blair, Chairman of the Historical Society.
9. Ms. Patricia Garrity, Director of religious education at First Parish Church.
10. Mr. Joe Bowen, Chair of the Fitchburg Cultural Council
11. Ms. Tamar Russell Brown from the Gallery on Main Street.
12. Ms. Colin Makinish.
13. Ms. Ellen DiGeronimo. She stated that it will bring new people to the city and develop our creative economy.
14. Mr. Peter Capodagli. He stated that this is a promising path and a transformative project that parallels the creation of the Fitchburg Art Museum in 1924.
15. Mr. Tom Gray, New Vue Board of Directors and Sr. VIP Workers Credit Union. He stated that this project will create a magnet for downtown,
16. Ms. Susan Navarre, Fitchburg Historical Society Executive Director. She stated that the Board of the Historical Society supports the project and that it will provide a good neighbor with business activities and residents.
17. Ms. Deborah Mayo, Elm Street Neighborhood Association. She stated that this project is a dream come true and that NewVue Communities has been an excellent partner in several projects with the Elm Street Church.
18. Ms. Melissa Magane, 53 Fox St. resident.
19. Mr. Anwar Arenas, 52 Hartwell St. resident.

The following information was presented by Fitchburg Art Museum Executive Director Nicholas Capasso and NewVue Communities Executive Director Marc Dohan.

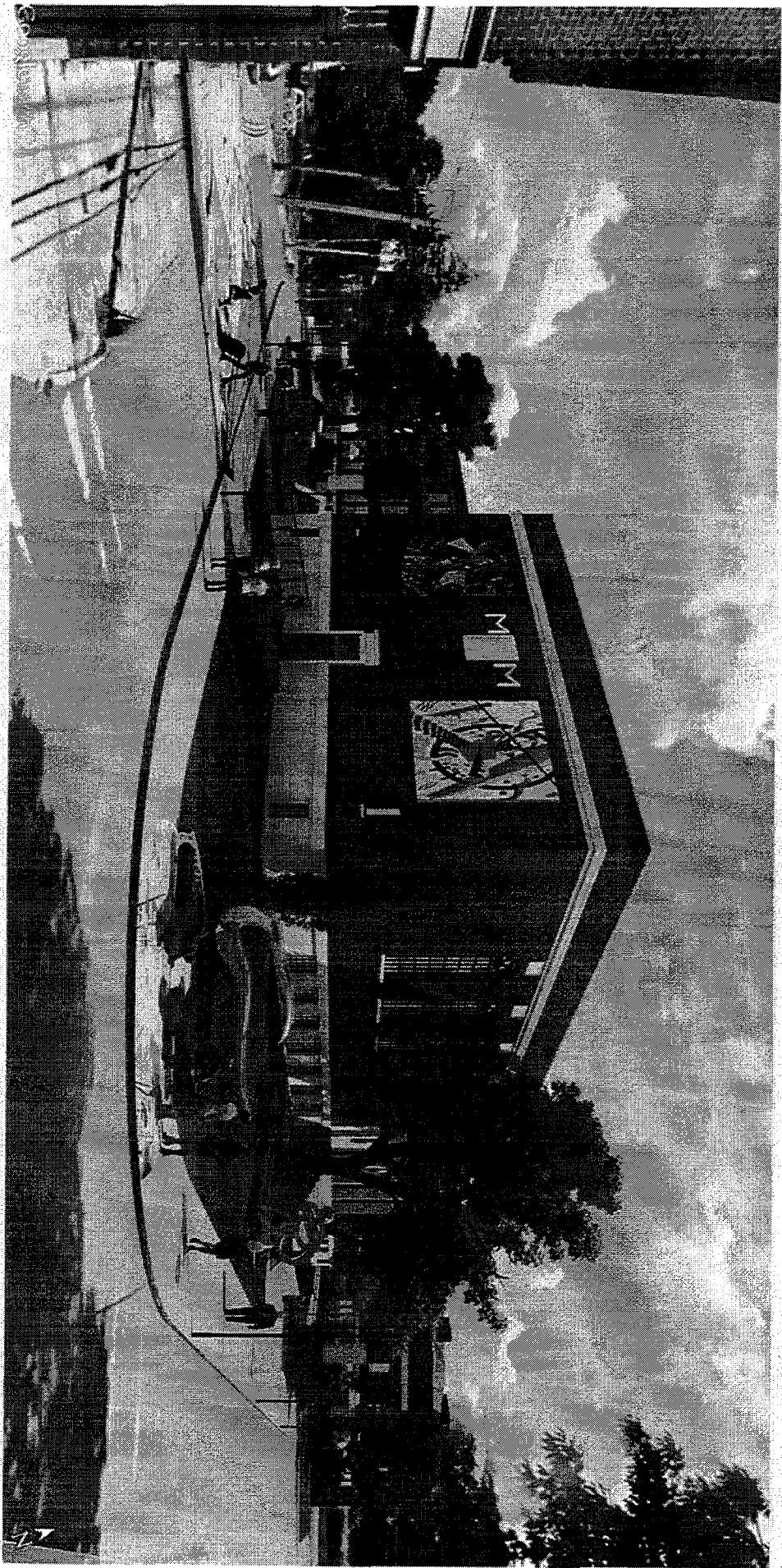
Presentation

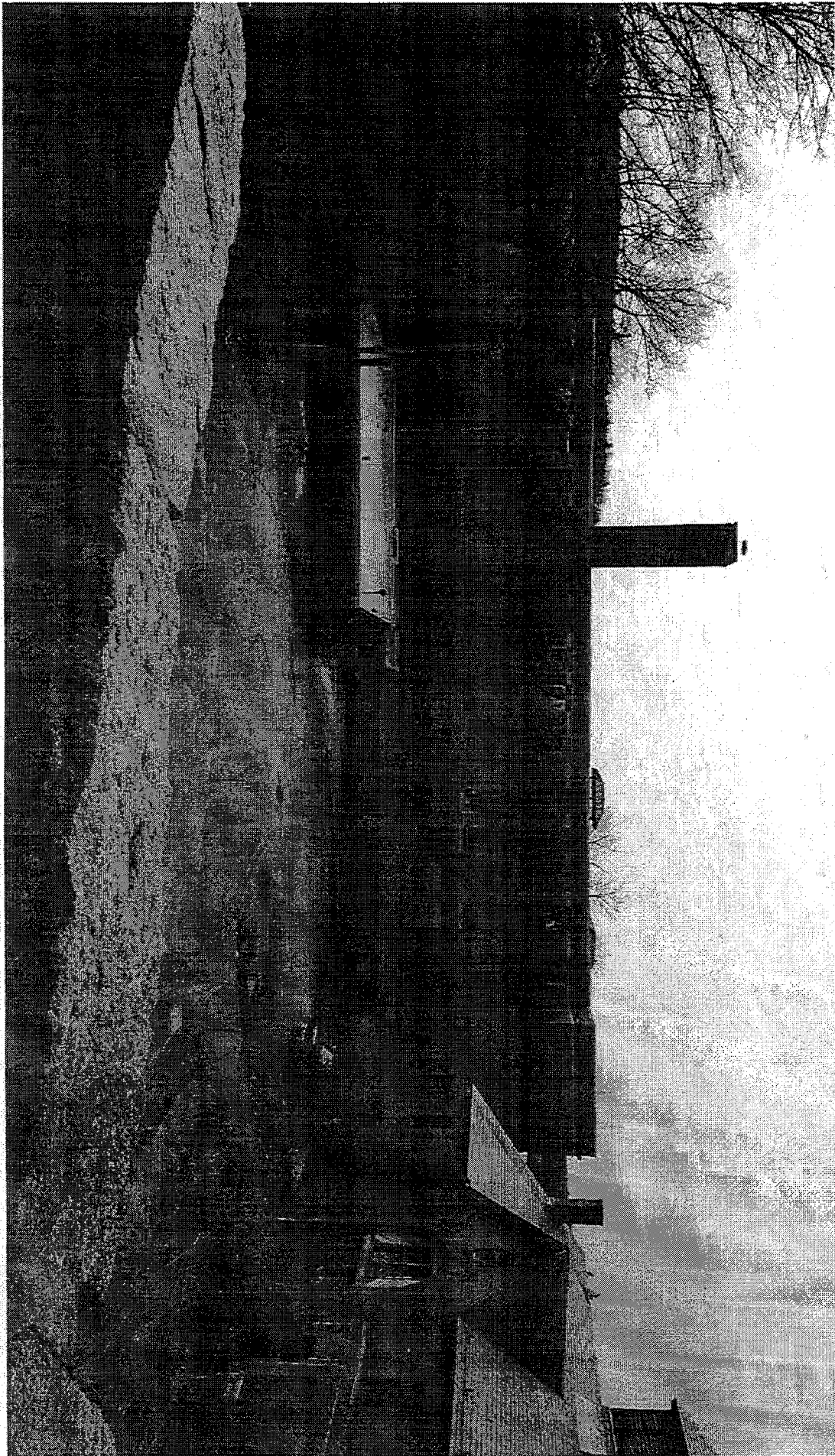
The Fitchburg Arts Community

Presentation

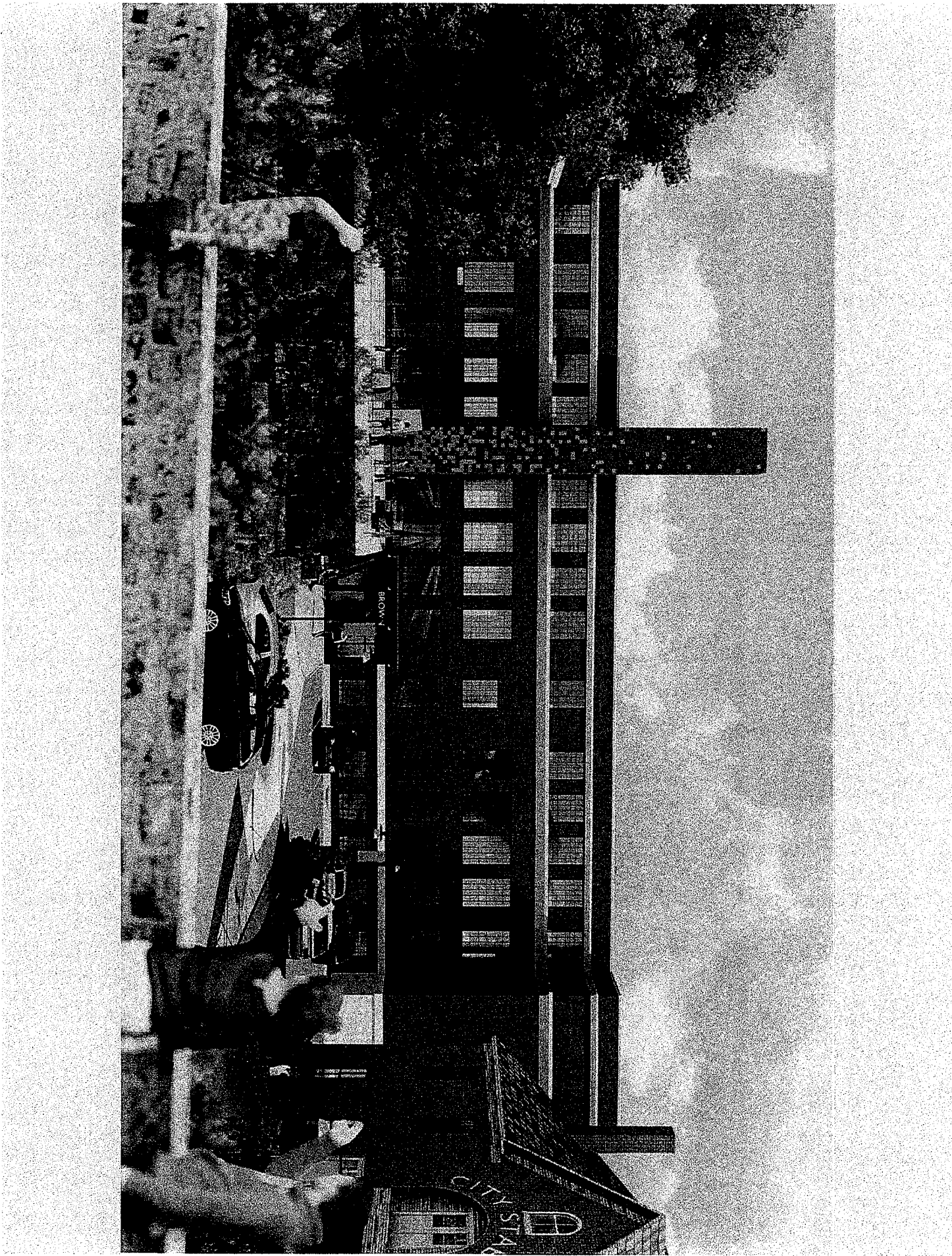


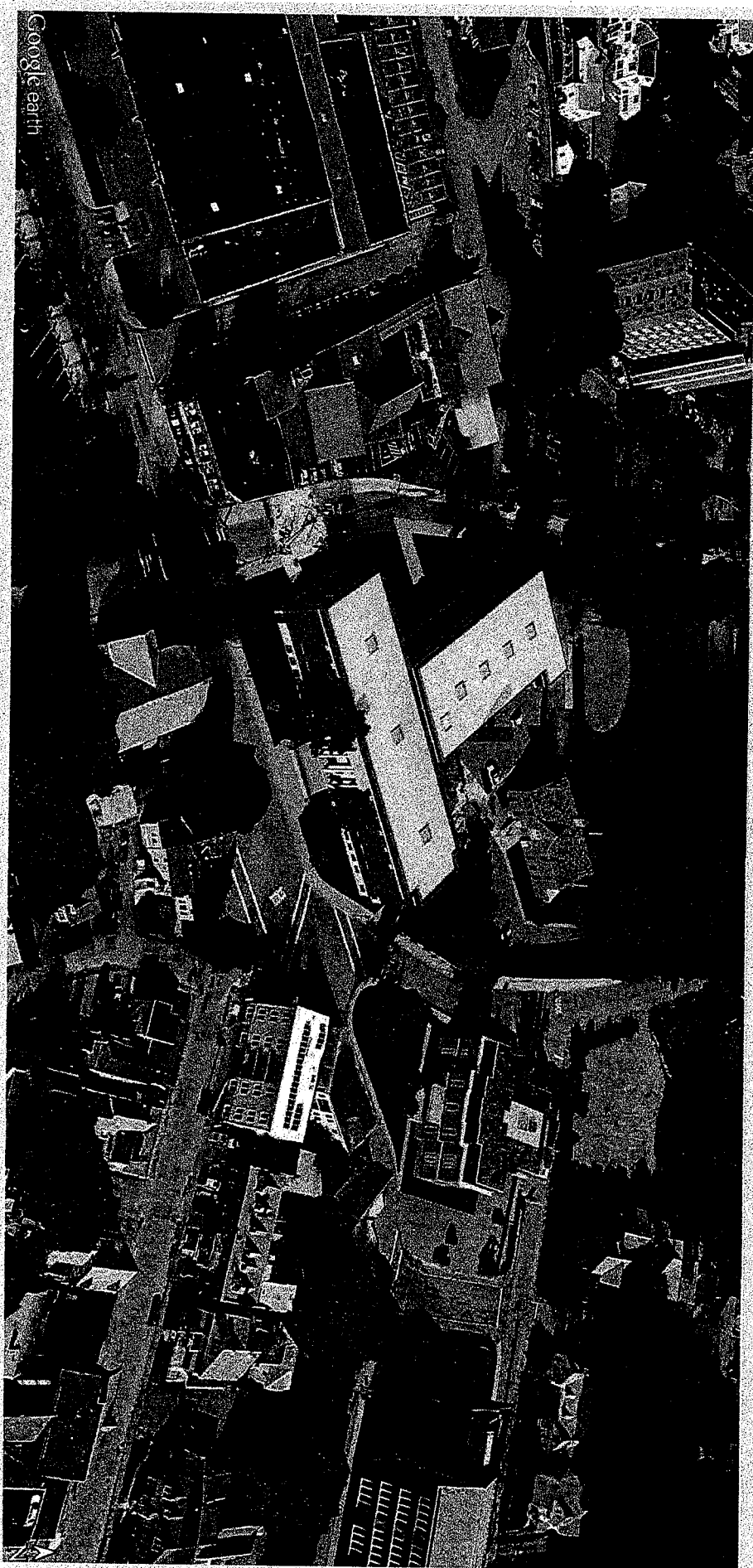
Presentation

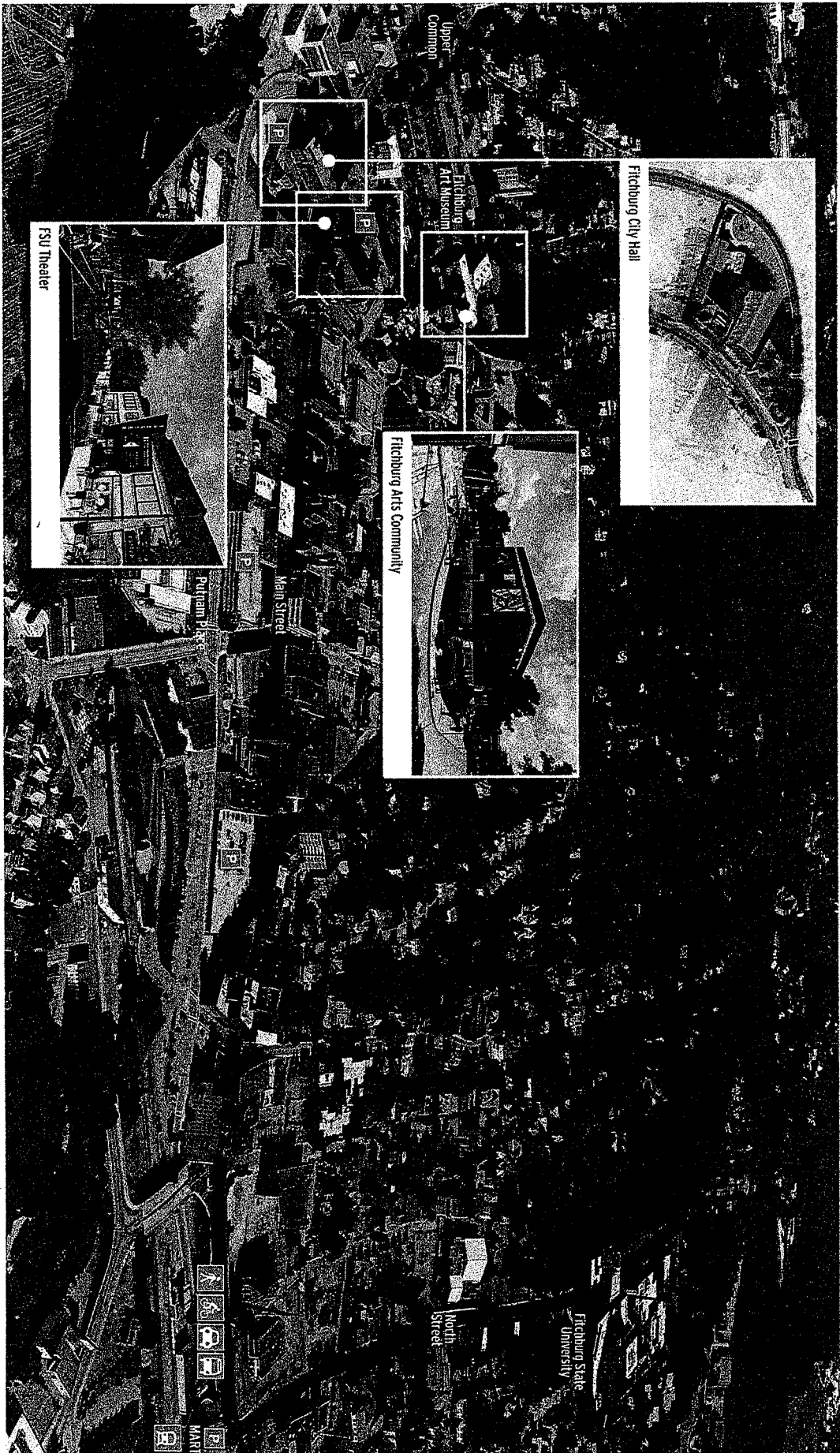




Presentation







FITCHBURG STATE UNIVERSITY - FUTURE DOWNTOWN DEVELOPMENTS
FITCHBURG, MASSACHUSETTS MARCH 2, 2018

DEVELOPMENT PROJECTS & CONNECTIONS



A.T. LEONARD & ASSOCIATES
LANDMARK ARCHITECTURE - PLANNING

“Local artist and creative economy demand is strong, and the supply of appropriate live/work space is very limited in the market at any price.”

Byrne McKinney & Associates, 2015

Presentation

**“Regional demand for live/work space,
especially emanating from the
eastermost parts of the market area,
outstrips available supply by a wide
margin.”**

Byrne McKinney & Associates, 2015

“Fitchburg, with its central location, transit and highway accessibility, committed arts, educational, and cultural institutions, and experienced public/non-profit development support is well positioned to capture the available arts/creative economy demand with a project tailored to the product and affordable pricing requirements of that market.”

Byrne McKinney & Associates, 2015

Presentation

“The location, institutional connections, historic fabric and the existing arts community are a solid foundation on which to build a project. Rarely are essential elements for success perfectly aligned. This is an unparalleled opportunity for Fitchburg to create a project with far-reaching impacts on the downtown and the City’s economic potentials.”

Byrne McKinney & Associates, 2015

“The market analysis suggests that 100% of the project at this scale can be pre-leased to arts/creative economy users.”

Byrne McKinney & Associates, 2015

Discussion

Various questions posed and comments made during City Council discussion with Mr. Capasso and Mr. Dohan. Some of the statements made were: The funding provided by the City of Fitchburg will be used to repair the fire damage; 100% of the project funding will be from historic and housing tax credits; the property is eligible for listing on the historic register; 30% of the apartments will be market rate; market studies show that the project should generate 100% pre-lease commitments; there should be approximately 75 parking spaces but, as the design unfolds, they will try to add more; the building is insurable and the roof will be on this year; all applicants will be vetted and a panel will judge artist criteria; this will become taxable property with no tax exemptions; timeline for completion after funding is secured will be approximately 3-5 years; they intend to offer one-year leases with a preference to renew the lease for good tenants.

Recommendation
and Vote

The Council as a Whole Committee recommended that the Orders be adopted by unanimous vote with 9 members present. Board consists of 11 members.


The Council as a Whole Committee adjourned at 7:41PM

Report from Council as a Whole Committee was read and accepted and the Orders were adopted by unanimous vote. 9 members present. Board consists of 11 members.

Adjournment

The special meeting adjourned at 7:43PM

Respectfully submitted,


Anna M. Farrell
City Clerk

City of Fitchburg,.....

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